

Exhibit A**SCOPE OF WORK**

1. Contractor agrees to provide to Department of General Services/Procurement Division (PD) and users of this MSA, ELECTRONIC WASTE RECYCLE SERVICES as described herein:

Contractor will provide pick-up service and acceptance of E-waste and CRTs determined to be surplus from State Agencies and participating Local Government entities. Contractor will recycle received product according to RFP-52624. Contractor prices will include transportation, weighing, re-use, de-manufacturing and/or recycling of listed products and the providing of certifications and any required reports.

The services shall be performed at Contractors location per Service Area as described below.

2. The services shall be provided during working hours of 8:00am –5:00pm, Monday through Friday, except holidays).
3. The project representatives during the term of this agreement will be:

State Agency: Procurement Division	Contractor: HMR USA, INC.
Name: Steven Casarez	Name: Sam Briefman
Phone: 916.375.4481	Phone: 916.381.5504
Fax: 916.375.4522	Fax: 916.381.5474

Direct all inquiries to:

State Agency General Services	Contractor: HMR USA , INC.
Section/Unit: Procurement Division	Section/Unit:
Attention: see above	Attention: see above
Address: 707 Third Street	Address: 8301 Belvedere Avenue
West Sacramento, CA 95605	Sacramento, CA 95826
	PIN# 781941

Detailed description of work to be performed and duties of all parties

Personnel: Contractor to maintain the ability to pick-up E-waste/CRTs, accept deliveries of, and process above during contract period.

Deliverables: Contractor will respond with a pick-up of E-waste/CRTs within 10 working days after request made from government customer. Contractor

will provide certification of weight of product for pick-up service. Contractor will accept E-waste/CRTs

This RFP makes no guarantee of quantity or quality of CRTs or E-waste, or the number of pickups or deliveries.

Definitions:

A. Electronic Waste (E-waste) – For the purpose of this RFP, E-waste is defined as computer equipment, connectors/cords/wire, communication systems, circuit boards, fax machines, printers, mainframes, modems, cell phones, test equipment, audio/visual equipment, hard / floppy drives, CD ROM drives, network/video/sound cards, tape drive, motherboards, power supplies, scrap copper, scrap computer plastic, scrap computer metal, copy machines, electric typewriters, electronic calculators and liquid crystal display (LCD) monitors.

B. CRT – Cathode Ray Tube – A CRT is a type of vacuum or picture tube that converts an electronic signal into a visual image. This product is commonly thought of as a subset of E-waste. CRTs are commonly found in computer monitors and televisions. They are considered hazardous waste when discarded due to the toxic lead content in the glass.

C Recycle – For the purposes of this RFP, recycling can be defined as redirecting E-waste and CRTs to a new user or a re-furbisher, or directing E-waste and CRTs to an appropriate facility for disassembly/processing and/or sale of components

Excluded from this RFP is what is commonly known as “white goods” that are consumer items such as air conditioners, refrigerators, toasters, clothes washers, clothes dryers, etc.

4. SERVICE REQUIREMENTS

1. Pick-up of CRTs and/or E-waste

The Pick-up of E-waste and CRTs will be made by contractor forces and equipment. This contract is only intended for Pick-ups to be made at the customers “dockside” or “delivery” entrance. The customer is obligated to prepare the items to be picked-up as follows:

CRTs, will be placed on pallets and shrink wrapped, or may be placed in Gaylord boxes which will only contain CRTs.

E-waste, will be place in Gaylord boxes or other containers acceptable to the contractor and placed on pallets. Large copiers/printers or other large size E-waste will be placed on pallets and shrink wrapped.

Not all pick-up locations may have a forklift and similar equipment. The contractor should confirm availability of such equipment and/or make own arrangements for such equipment.

Scheduling for Pick-up

The customer will contact the contractor via phone to schedule a pick-up. The customer will confirm the request for pick-up by facsimile with the purchase order (State Agencies and Departments will use form STD 65 (with the required information as defined in the user guide), Local Governments will use their own purchasing document). *Note: the purchase document can not be finalized at this point since the weight of pick-up is unknown.* The contractor will schedule the pick-up within ten (10) business days and at a mutually acceptable time with the customer (within the standard working hours of 8:00a.m. and 5:00p.m).

Weighing of CRT's and/or E-waste collected. After the pick-up of the CRT's and/or E-waste, the contractor will have the amount weighed by pick-up location by a certified weigh-master. Costs for weight certificates and weighing will be included in the bidders quoted price. The contractor will facsimile a copy of the weight to the customer so the customer may finalize the Purchase Order by adding the weight and calculating the final charge for the pick-up service.

Delivery of CRTs and/or E-waste by government customer

The contractor will accept deliveries of CRTs and/or E-waste by customers. Weight certificates will be provided by the customer. All CRTs and/or E-waste must be delivered on pallets or Gaylord boxes. The customer will provide the contractor with a certified weight ticket or may select to have the contractor weigh the delivery.

Result of CRTs and E-waste collected by contractor.

The contractor shall process the CRT's and E-waste to the "Highest and Best Use" possible which may include all or any of the following;

- de-manufacturing to large size components,
- recycling to base components,
- crushing and smelting to base components,

In no case shall any of the CRT's or E-waste collected by the contractor under this contract be processed by any penal organization.

Reporting requirements.

The contractor will provide the following reports or documents;

- a. Weight of the picked-up of CRT's and/or E-waste to be provided to the customer of record.
- b. Certification to the customer of record that the pick-up was recycled according to this contract.
- c. Quarterly: Copy of or report of the agency issued contracts (Std. 65 or other Local Government documents) received with weight of pick-up to the Procurement Division Contract Administrator. (This report may be supplied by an Excel spreadsheet with data elements identified by the PD Contract Administrator)
- d. Quarterly: Certification of residual amount of CRT and/or E-waste sent to landfill (overall recycle success rate). Total pounds received, total pounds recycled and remaining pounds

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

See specific STD 65 or Local Governmental Agency purchase document

Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the

State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D**SPECIAL TERMS AND CONDITIONS****D-1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

D-2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of General Services/Procurement Division, Deputy Director within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Director shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Deputy Director shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

D-3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

D-4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D-5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E

ADDITIONAL PROVISIONS

E. 1. DISPUTES

deleted per letter dated 3/16/04

E.2. RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

E-3. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

E-4. WORKERS' COMPENSATION

By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

E-5. INSURANCE REQUIREMENTS

When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- b. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
- c. That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less

than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

EXHIBIT F**CCC-103****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
HMR USA, INC.		68-0149633
<i>By (Authorized Signature)</i>		
<i>Original signed by Russel L. Caswell</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Russell L. Caswell, General Manager</i>		
<i>Date Executed</i> 11/19/03	<i>Executed in the County of</i> Sacramento	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

Exhibit G
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RATES FOR SERVICE AREAS

SERVICE AREA 3

(Butte, Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba Counties)

CRT's Contractor Pick-up price (*1)	<u> \$0.00 (no cost) </u> \$/lbs
E-waste Contractor Pick-up price (*1)	<u> \$0.00 (no cost) </u> \$/lbs
CRT's Delivered price (*2)	<u> \$0.00 (no cost) </u> \$/lbs
E-waste Delivered price (*2)	<u> \$0.00 (no cost) </u> \$/lbs

*1= This fee includes all transportation, weighing and processing charges

*2= This fee includes all processing charges (transportation and weighing provided by customer)

If delivered by governmental forces below is the site for this Area's acceptance of CRTs/E-waste:
HMR USA, INC.
8301 BELVEDERE AVE
SACRAMENTO, CA 95826

SERVICE AREA 7

(Los Angeles and Ventura Counties)

CRT's Contractor Pick-up price (*1)	<u> \$0.00 (no cost) </u> \$/lbs
E-waste Contractor Pick-up price (*1)	<u> \$0.00 (no cost) </u> \$/lbs
CRT's Delivered price (*2)	<u> \$0.00 (no cost) </u> \$/lbs
E-waste Delivered price (*2)	<u> \$0.00 (no cost) </u> \$/lbs

*1= This fee includes all transportation, weighing and processing charges

*2= This fee includes all processing charges (transportation and weighing provided by customer)

If delivered by governmental forces below is the site for this Area's acceptance of CRTs/E-waste:

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HMR USA, LA.
17100 MARGAY AVE.
CARSON, CA 90746

SERVICE AREA 12
(Orange County)

CRT's Contractor Pick-up price (*1)	<u> \$0.00 (no cost) </u> \$/lbs
E-waste Contractor Pick-up price (*1)	<u> \$0.00 (no cost) </u> \$/lbs
CRT's Delivered price (*2)	<u> \$0.00 (no cost) </u> \$/lbs
E-waste Delivered price (*2)	<u> \$0.00 (no cost) </u> \$/lbs

*1= This fee includes all transportation, weighing and processing charges

*2= This fee includes all processing charges (transportation and weighing provided by customer)

If delivered by governmental forces below is the site for this Area's acceptance of CRTs/E-waste:

HMR USA, LA.
17100 MARGAY AVE.
CARSON, CA 90746